REMARKS

Pending Claims

Assuming entry of this amendment, claims 1-6 and 9-14.

Restrictions

The applicants confirm the election of prosecution of the alleged distinct Group I, claims 1-6 and 9-14. Claims 15-18 have accordingly been canceled, although the applicants reserve the right to pursue the claims of the remaining alleged groups in divisional applications.

Drawings

In this third Office action, the Examiner objected to the drawings for not illustrating certain method sub-steps recited in claims 1, 2, and 9. These sub-steps are now shown in the enclosed flowchart, which the applicants request be entered as a new Figure 4.

None of the steps shown in Figure 4 represent new matter. First, all of the method steps the Examiner required illustration of can be inferred from the system illustrations of Figure 1 and especially Figure 3, along with the accompanying text. Nonetheless, support for the illustrated method steps may be found in the following paragraphs of the specification (along with many others):

1) Receive Form From Sender(s) – [0025], [0028], [0031] and [0032], etc.
2) Process Form to Extract Report Data – [0042], [0060], etc.
3) Associate Form and Data with Client and Agency – [0060]-[0066], etc.
4) Sense Agency Data Request – [0067], etc.
5) Verify Agency Access Permission – [0065]-[0066]
6) Transmit Data to Agency According to Access Permission – [0072]

Changes to the Specification

The requested specification changes are to conform the specification to the addition of Figure 4 and add no new matter.

Claim Rejections - 35 USC § 112

The Examiner objected to claims 1 and 12 for indefiniteness as being unclear because of "and/or" in the phrase "allowing at least one third-party action of interactive and iterative review, modification and/or annotation." Claims 1 and 12 have been amended to recite that at least one of the listed third-party actions is allowed, without the use of the "and/or" construction.

Claim Rejections - 35 USC § 103

Lexicography

The Examiner wrote at length concerning the legal doctrine of a claim drafter being his own lexicographer. The Examiner then selected certain definitions of terms from various dictionaries and stated that these would be assumed to apply unless the applicants objected. Concerning the Examiner's chosen definitions – in some cases the second or even third listed in his own references -- the applicants do have certain objections and observations:

"*Server.* 2." – The applicants accept the general definition of this term, but note that the use of "client" in the definition is not consistent with the more generally accepted use of the term and in particular not with the way "client" is used consistently in their application.

"*Client.* "3." – This term is used 57 times in the applicants' specification. In every case, it is used to refer to either a person or an entity in a cooperative relationship with an agency. See, for example, paragraph [0019]: "The invention is particularly advantageous in an contractor-agency-client relationship, whereby the fourth party is a client of the agency, the sender is a person referred by the agency to the client and performs work tasks for the client ...." Consider, moreover, the following parts of the specification:

> **[0056]** ... the sender 100 is a contractor who is formally employed by an agency 500 ... but performs work at the site of or for a *client* 600, who pays the agency for the services of the contractor.
> **[0060]** ... Each agency and, preferably, also each *client* can then contact the center from their respective local computer systems ... in order to view the data reported by one or more senders.

[0063] When the center receives a form, it should be possible to identify the sender, the agency with which the sender is associated, and preferably also the *client* for which the sender has been working.

[0064] ... In most cases, the sender will be sending forms from the *client's* own facility, so that the transmission device 120 will typically be the *client's*. ... Especially in the case where the center is to be receiving reports sent from large *clients* who hire many contractors

[0065] The agency portion 444 of the memory preferably stores not only the identifier (and password) of the agency, but also rules that govern communications between the agency and the center. One such rule would be the format in which the agency prefers to receive data. Similar data may be stored concerning the *clients*.

[0066] .... *Clients*, on the other hand, may be restricted to viewing and annotating forms sent by contractors it has hired.

It is therefore clear from the specification that a "client" is not "a computer that accesses shared network resources provided by another computer (called a server)" or "Any machine that does three things" – fortunately, computers and machines do not hire human contractors, at least not yet. Rather, the specification makes clear that the meaning of "client" is more in line with the even more common definition found, for example, in Webster"s II New Riverside University Dictionary, Houghton Mifflin Company 1984: "client: 1. One for whom professional services are rendered, as by an attorney. 2. A customer: patron. 3. One dependent on the patronage or protection of another."

The applicants understand that "claim terms must be interpreted in [the] context of the surrounding claim language." The most immediately surrounding claim language, however, refers to the client as the "fourth party" in the cooperative data exchange enabled by the invention. The applicants respectfully submit that a computer cannot be a "party" in such an exchange.

> *Data:* The applicants of course accept the well known meaning of this term.
>
> *Network:* The applicants also generally accept the Examiner's offered definition.
>
> *Associate:* The Examiner gave only the adjectival definition of this word "closely connected with one another." In the specification and claims, the more common derivations "associated" and associate (verb: stressed second syllable) are used.

Automatic: The definition proposed by the Examiner includes the description "involuntary." This is not necessary. Many things can be done automatically precisely because a user has willed that they be done. In fact, in writing the Office action, the Examiner caused many things to be done automatically that he certainly wanted done. Unless the Examiner used a manual typewriter, for example, he clicked on some icon to direct the operating system to cause the Office action to be printed out without further action on the Examiner's part – the print process (invoking the driver, formatting and passing the data, taking the completion interrupt, etc.) occurred automatically, even though this did not happen against the Examiner's volition. Accordingly, the term "automatic" is used in this application in the common sense of happening without further manual direction.

Corresponding: The applicants accept the Examiner's offered definition.

Information: The applicants generally accept the Examiner's offered definition, but observe that information need not be in an immediately computer-readable form. Thus:

> [0030] Handwritten or printed comments, on the other hand, or signatures, cannot be itemized or quantified as readily, if at all. As is discussed further below, however, the invention allows such information to be included as well, although it will typically not be processed in the same way as information that can be quantified or itemized.

Report: The Examiner selected the secondary meaning "a usually detailed account or statement." The applicants not only explain in detail the various kinds of information that may be contained in form-submitted reports when using the invention, but they even illustrate a form that can form the basis of a report (Figure 2). The information submitted by a sender using this invention need not be "detailed," although this is possible.

Claim Rejections in View of Swart

The Examiner maintained the previous rejection of claims 1-6 and 9-14, under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,347,306 (*Swart*) alone. In particular, the Examiner stated (quoting <u>In re Hiniker Co.</u>, 150 F.3d 1362, 1369,47 USPQ2d 1523, 1529 (Fed. Cir. 1998) that:

"Applicants' declaration titled 'Affidavit Under 37 CDR
1.132' filed May 3, 2004 is insufficient to overcome
the rejection of claims 1-6 and 9-14 as set forth in
the previous Office Action. The declaration fails to
address at least anyone particular claim limitation. …
'the name of the game is the claim'"

The applicants enclose another Affidavit by Dr. Boris Weissman, in which he specifically points to the features recited in claims 1 and 12 that are lacking in *Swart* and that provide the advantages he discusses elsewhere in his Affidavit. In his affidavit, Dr. Weissman explains several differences between the applicants' invention and *Swart*, and the advantages the applicants' invention provides because of these differences. Two of these differences are that, unlike *Swart*, the applicants provide for an interactive and iterative process of data manipulation by different parties, according to party-specific rules, and that the data each party is allowed to access is specific to that party, albeit with overlap being permissible, again depending on the rules.

CONCLUSION

The applicants' invention as claimed therefore has a configuration that *Swart* explicitly teaches away from, yet provides advantages that *Swart* system does not. The distinguishing features that make this possible are included in all the independent claims and are accordingly inherited by the remaining, dependent claims. Consequently, the applicants respectfully submit that the amended claims should be allowable over the cited art of record, namely, *Swart*.

Date: 18 February 2005   Respectfully submitted,

                                      Jeffrey Pearce

34825 Sultan-Startup Rd.   Jeffrey Pearce
Sultan, WA 98294   Reg. No. 34,729
Phone & fax: (360) 793-6687   Attorney for the Applicant

Amendments to the Drawings

Please enter the enclosed Figure 4